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Date: October 28,2022 Revised

Purchaser (need the corp. identity must show SI and the ownership entities) and Allen D. Moyer agree that an Agreement will be drafted and executed within five (5) days of the execution of this Agreement and in advance of any further public use of any ADMI entity(identity), ADMI Incorporated, ADMI Calif. Incorporated, ADMI Florida, Inc. It is understood that the intellectual property, resume, and portfolio of work are the exclusive property of Allen D. Moyer, ADMI Florida, Inc. ADMI Incorporated, ADMI Calif. Incorporated. Until such time, that both Agreements are executed, and the amounts noted paid in full. There will be no further use ADMI's name the acronym, image or likeness or references to ADMI's portfolio of achievements with out Allen D. Moyer's approval.

Going forward the purchaser must provide a listing of all individuals and organizations the ADMI brand has been referenced or discussed and as of this date the Purchaser must obtain in writing, the consent and approval of any reference to the use of the name ADMI in any form and prior to any use or release of documents of any kind containing the name ADMI. To be clear, Allen D. Moyer has absolute approval of any and all documents referencing or use of ADMI or the acronym in any form and or references to Allen D. Moyer. Purchaser must obtain prior written approval before any references or trading on ADMI or Allen Moyer's reputation or portfolio of work in any form.

**Therefore, the following is understood;**

The Purchase Price for the prior use and use going forward of ADMI's name, image and likeness is \$11,000,000. To be paid in five equal payments over the next five years on January 1<sup>st</sup> of every year for the next five years. Ownership/Management and Control of ADMI name image image and likeness shall remain 100% with Allen D. Moyer until \$11,000,000.00 is paid in full, the purchase price.

A \$1,000,000 Good Faith Earnest Payment will be made to Allen D Moyer. and to be credited against the purchase price, in advance of any public or private announcement of the transaction and within (5) five business days from the execution of this Offering Memorandum/Term Sheet, whichever is soonest.

The purchase is complete upon Allen D. Moyer receipt of entire \$11,000,000, the complete purchase is also contingent upon the execution of a ten-year Consulting Agreement for Allen D. Moyer and ADMI Florida, ADMI Incorporated and ADMI California, Incorporated and the fees noted as follows;

1. ADMI Florida, ADMI Calif. and/or ADMI Incorporated will be the exclusive service provider for the next 10 years for all Creative and Concept Development, Design, Engineering, Development Management, Program, Project and Construction Management for all Sports Illustrated Resorts or any other development effort the purchaser pursues or receives fees of any kind. Further, ADMI Florida, ADMI Calif. and ADMI Incorporated will receive professional fees of 10% for all Program/Project Management Services, 8% Fee on all Creative Development and 10% for all Architectural/Engineering Services at a minimum, none of which will be shared with Purchaser.
2. Additionally, ADMI Florida, ADMI Calif. and/or ADMI Incorporated will share 50/50 in all

3. Additionally, ADMI Florida, ADMI Calif. and/or ADMI Incorporated will share 50/50 in all post opening revenue sharing.
4. Additionally, Allen D. Moyer will receive separately, Executive consulting compensation of no less than \$750,000.00 annually to be paid in equal amounts monthly and or no less than Purchasers three top executive as minimum compensation for the next ten years.
5. Addition Allen D. Moyer shall receive no less 750,000 shares of unrestricted common stock ownership of Tarsin Mobile or any other entity involved in Sports Illustrated Resorts. The value of initial stock offering shall be no less than \$7,500,000 upon issuance and no less then (same amount as top three Purchasers executives) of the Purchasing Entity shall also be provided to Allen D. Moyer. Allen D. Moyer shall continue to receive stock at same rate as the top three Purchasers executives, over the following ten (10) years.
6. Allen D. Moyer shall be granted an unrestricted Sub-License of Sports Illustrated Resorts.
7. Allen D. Moyer shall be paid a 3% success on any successful close of funding referrals.
8. Once purchased care/custody and control (no change in care custody or control) of ADMI shall remain with Allen D. Moyer, with regard to execution of any development efforts only for the services noted.

Post-closing the purchaser shall own the use of the name image and likeness of ADMI Incorporated only, not the company.

Parties agree that a Confidentiality and Non-Circumvent Agreement is a critical component of this Sale and Purchase transaction and Purchaser will execute said agreement prepared by seller.

The Purchasers due diligence period is complete.

Other conditions based on the purchase and the formal Purchase Agreement: all conditions of any kind must be mutually agreed to by both parties prior to those conditions becoming a conditions precedent to the final closing of the purchase.

Purchaser agrees to provide Officer and Director Insurance and Fiduciary Liability Insurance at Purchaser expense.

It is understood that Purchaser, shall provide certified audited financials quarterly for all purchasers endeavors and that ADMI Florida, ADMI Calif. and or ADMI Incorporated shall have unlimited audit rights as it determines and when it determines of purchasers endeavors.

**IN WITNESS HEREOF**, the undersigned has executed this written consent as of the date first written.

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Joseph R. Cellura (Purchaser)

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Allen D. Moyer (seller)

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Mike Ghiselli (Purchaser)